

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BOARD OF TRUSTEES OF THE)
NORTHERN ILLINOIS BENEFIT FUND,)
BOARD OF TRUSTEES OF THE)
NORTHERN ILLINOIS PENSION FUND,)
BOARD OF TRUSTEES OF THE)
NORTHERN ILLINOIS EDUCATION)
FUND, BOARD OF TRUSTEES OF) No. 08 C 306
THE NORTHERN ILLINOIS)
RETIREMENT FUND,) Judge Kendall
)
Plaintiffs,) Magistrate Judge Ashman
)
v.)
)
FOUR SEASONS HEATING &,)
COOLING, INC., an Illinois Corporation,)
and DAWN FRANCO, individually,)
)
Defendants.)

AFFIDAVIT

I, Olga Kane, being first duly sworn on oath, depose and state as follows:

1. I am employed at the law firm of Arnold and Kadian
2. One of my duties is to monitor all contractors paying delinquent fringe benefits on Installment programs.
3. This process includes receiving and accounting for all note payments thereon and computing a running tally of remaining balances for each contractor. (See copy of ledger attached hereto as Exhibit "A")
4. A copy of the Installment Note that Four Seasons Heating & Cooling, Inc., an Illinois corporation and Dawn Franco, individually, have been making payments pursuant to is attached hereto as Exhibit "B".

5. The Installment Note is currently in default because the last payment made was for the installment due on December 1, 2007. Such payment was received on November 30, 2007. No payments have been received since the November 30, 2007 payment.

6. The amount still due on the Installment Note is \$27,841.14.

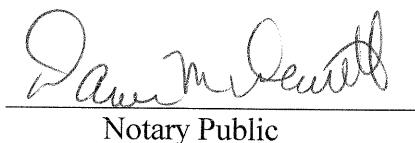
7. Affiant is currently not suffering from any infirmities and is competent to testify to the facts set forth herein.

FURTHER AFFIANT SAYETH NOT.



Olga Kahe

SUBSCRIBED AND SWORN TO
before me this 28th day
of March 2008



Notary Public

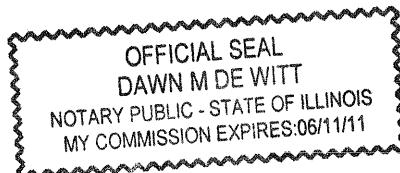


EXHIBIT A

Four Seasons Heating
 56 East End Drive
 Gilberts, IL 60136
 Telephone No.
 Dawn J. Franco

5093-285

Plumbers 501

AMF

Owe: Principal \$52,307.08 Interest \$3,375.20 Total Due \$55,682.28
 balance, liquidated damages, audit costs & attorneys fees & costs on audit 02/03 - 03/06

\$55,682.28

DUE DATE	AMT. DUE	DATE REC.	AMT REC'D	CHECK #	BALANCE
04/01/07	\$3,093.46	4/11/2007	\$3,093.46	37301	52,588.82
05/01/07	\$3,093.46	4/27/2007	\$3,093.46	37388	B 49,495.36
06/01/07	\$3,093.46	5/30/2007	3,093.46	37553	B 46,401.90
07/01/07	\$3,093.46	7/5/2007	3,093.46	37684	B 43,308.44
08/01/07	\$3,093.46	8/3/2007	3,093.46	37873	B 40,214.98
09/01/07	\$3,093.46	9/6/2007	3,093.46	37972	B 37,121.52
10/01/07	\$3,093.46	10/3/2007	3,093.46	37095	B 34,028.06
11/01/07	\$3,093.46	11/27/2007	3,093.46	37250	30,934.60
12/01/07	\$3,093.46	11/30/2007	3,093.46	37308	27,841.14
01/01/08	\$3,093.46				27,841.14
02/01/08	\$3,093.46				27,841.14
03/01/08	\$3,093.46				27,841.14
04/01/08	\$3,093.46				27,841.14
05/01/08	\$3,093.46				27,841.14
06/01/08	\$3,093.46				27,841.14
07/01/08	\$3,093.46				27,841.14
08/01/08	\$3,093.46				27,841.14
09/01/08	\$3,093.46				27,841.14

EXHIBIT B

INSTALLMENT NOTE\$55,682.28 Principal and Interest

March 1, 2007

For Value Received, the undersigned promises to pay to the order of Northern Illinois Benefit Funds the principal sum of Fifty Two Thousand Three Hundred Seven 08/100 (\$52,307.08) Dollars.

Payable in installments as follows:

Three Thousand Ninety Three 46/100 (\$3,093.46) Dollars on the 1st day of April, 2007. Three Thousand Ninety Three 46/100 (\$3,093.46) Dollars on the 1st day of each month beginning on the 1st day of May, 2007 and for 15 month(s) succeeding, and a final payment of Three Thousand Ninety Three 46/100 (\$3,093.46) Dollars on the 1st day of September, 2008 with interest on the balance of principal remaining from time to time unpaid at the rate of 8% per cent per annum, payable on the due dates for installments of principal as aforesaid. There is a six (6) day grace period. Any payment received after the 7th day of the month for which it is due (regardless of weekends or holiday) will be in default.

All payments on account of the indebtedness represented by this Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear interest after maturity at the rate of 18 per cent per annum. Payments of both principal and interest shall be made at ARNOLD AND KADJAN, 19 WEST JACKSON BOULEVARD, CHICAGO, IL 60604-3958 or such other place as the legal holder hereof may from time to time in writing appoint.

The payment of this Note is secured by a Security Agreement in the nature of a chattel mortgage, bearing even date herewith, from the undersigned to _____ on personal property _____

in the County of _____, Illinois. The undersigned's residence (chief place of business) is at _____, Illinois.

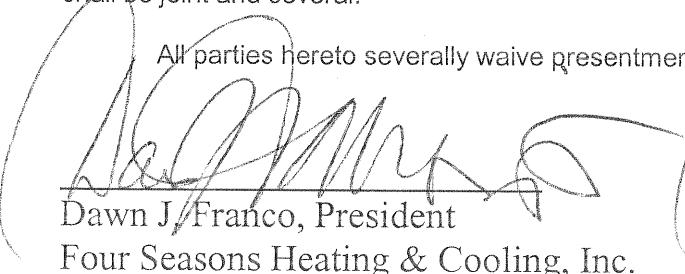
The undersigned is to remain current in the above-payments during the term of this note. The undersigned is also to remain current in its/his/her monthly contributions to the Fund during the term of this note. Failure to do so will be considered a default, causing the remaining unpaid Note balance to become immediately due and payable.

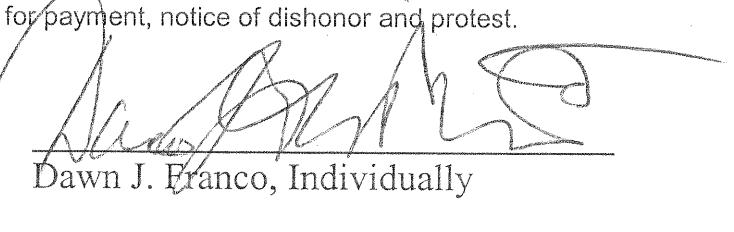
At the election of the payee or legal holder hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment, when due, of any installment of principal or interest, or any portion thereof, in accordance with the terms hereof or in case of default as defined in said Security Agreement. In the event of default, the payee or legal holder hereof shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

The undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for such amount as may appear to be unpaid thereon, together with reasonable costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

If this Note is signed by more than one person or entity, the obligations and authorizations hereunder shall be joint and several.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.


Dawn J. Franco, President
Four Seasons Heating & Cooling, Inc.


Dawn J. Franco, Individually